

GRANT AGREEMENT

Contract #0000000000000000000036758

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Utility Regulatory Commission (the "State") and **INDIANA UNDERGROUND PLANT PROTECTION SERVICE** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Grant Funds

The purpose of this Grant Agreement is to enable the State to award a Grant of \$50,000.00 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A** and **B** of this Grant Agreement, which are incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-1-26-24 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

No federal funds shall be used to fund this grant.

The Underground Plant Protection Act established by Indiana Code § 8-1-26-24 is the state funding source.

2. Representations and Warranties of the Grantee

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted upon request by the State and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term

This Grant Agreement commences on March 01, 2020 and shall remain in effect through April 30, 2020. Unless otherwise provided herein, it may be extended upon the written agreement of the parties, and as permitted by the state or federal law governing this Grant.

5. Grant Funding

A. The State shall fund this Grant in the amount of \$50,000.00. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within 10 calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 35 calendar days following the date the services were provided. All final claims and reports must be submitted to the State within 10 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Audits and Maintenance of Records

- A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost
- B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 et seq. if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).
- C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources, https://www.in.gov/sboa/files/erfa_2016.pdf. Guidelines for filing the annual report are included in Exhibit C (Guidelines for Non-governmental Entities).

9. Compliance with Laws

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-**

10.5 prior to the execution of this Grant. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC §5-22-3-7:

- (1) The Grantee and any principals of the Grantee certify that:
 - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
- (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

10. Debarment and Suspension

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Grantee's employees within the State of Indiana and cannot be further modified, altered or changed. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification

As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance

The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties

Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

For payment notices and invoices:

Mary Becerra
Indiana Utility Regulatory Commission
101 West Washington Street, Suite 1500E
Indianapolis, Indiana 46204

For legal notices:

Beth E. Heline, General Counsel
Indiana Utility Regulatory Commission
101 West Washington Street, Suite 1500E
Indianapolis, Indiana 46204
Email: generalcounsel@urc.in.gov

B. Notices to the Grantee shall be sent to:

Dan Lucarelli
1433 Holey Moley Way
Greenwood, IN 46143
E-mail: dlucarelli@usa811.org

C. Grantee address for W-9/Direct Deposit (if different from subsection B):

As required by IC §4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 22, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) exhibits prepared by Grantee. All the foregoing are incorporated fully herein by reference.

20. Termination for Breach

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

21. Termination for Convenience

Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

22. Federal and State Third-Party Contract Provisions

There are no federal funds provided by this Grant.

23. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.

The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Grantee and the State have, through their duly authorized representatives, entered into this Grant. The parties, having read and understood the foregoing terms of this Grant, do by their respective signatures dated below agree to the terms thereof.

Indiana Underground Plant Protection Service

Indiana Utility Regulatory Commission

By: Daniel J. Lucarelli

James F. Huston

Executive Director

James F. Huston

Name and Title, Printed

Chairman, IURC

Date: 8/22/2019

Date: 8-27-19

	Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Approved as to Form and Legality: Office of Attorney General <i>Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on May 13, 2019. FA 19-16</i>

Exhibit A – Grant Application

Grantee Contact Information

1. **Name:** Mary Patricia Kindt
2. **Business Name (if applicable):** Indiana 811
3. **Phone number:** 317-893-1451
4. **Address for notices:** 1433 Holey Miley Way, Greenwood, IN 46143
5. **Address for W-9 and Direct Deposits:** 1433 Holey Miley Way, Greenwood, IN 46143
6. **Email:** mpkindt@usa811.org
7. **Company website (if applicable):** www.indiana811.com
8. **Alternate contact person, phone, and email (if applicable):** Kelli Martin, 317-893-1454, kmartin@inpa.org

Metrics Information

9. **How did you learn about the UPP Account Fund?** UPPAC meeting at Indiana 811
10. **What is your current role in pipeline safety?** One Call Center

Grant Project Scope

11. **Under IC 8-1-26-24, the Underground Plant Protection Account is established to provide funding for programs established and administered by the commission as listed below. This project will be [please check at least one box]:**
 - A public awareness program concerning underground plant protection.
 - A training or educational program for contractors, excavators, locators, operators, and other persons involved in underground plant protection.
 - An incentive program for contractors, excavators, locators, operators, and other persons involved in underground plant protection to reduce the number of violations of Ind. Code chapter 8-1-26.
12. **Please provide a detailed description regarding how your project will benefit the public by enhancing underground plant protection:** 30 percent of damages result from no call to the 811 Center. Marketing the 811 system to people who are in the process of starting their own digging project or are about to hire professionals will increase the use of the 811 system and protect underground facilities.
13. **Please provide your target audience/demographics for this project:** General public, homeowners, those looking to start a remodeling/landscaping project

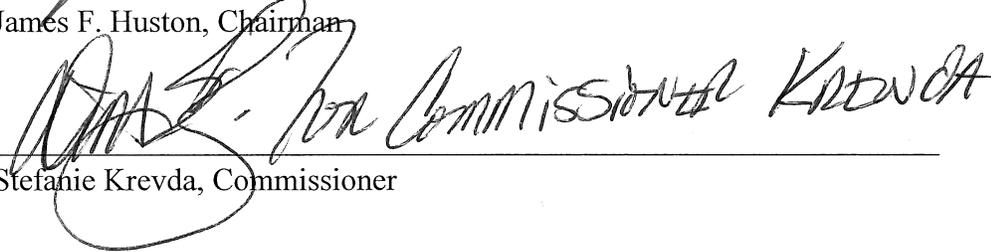
14. **Please provide a description of how your program’s results will be measured to determine the value and relative effectiveness of your program:** Online ticket buyers will answer 2 survey questions, total number of online tickets purchased, media run information.
15. **Estimated start date for project:** March 1, 2020
16. **Estimated length of time for project:** 1 month
17. **Please describe the specific details of your proposed project, including a schedule and/or milestones:** 2020 Indiana Flower and Patio Show

	Milestones	Estimated Completion Date
1	March 1	Marketing for Flower and Patio Show begins
2	March 14	1st day of show
3	March 22	Show ends
4	April 1	Online ticket sales and survey results known
5	Click here to enter text.	Click here to enter a date.
6	Click here to enter text.	Click here to enter a date.
7	Click here to enter text.	Click here to enter a date.
8	Click here to enter text.	Click here to enter a date.
9	Click here to enter text.	Click here to enter a date.
10	Click here to enter text.	Click here to enter a date.

UPP Account Committee Approval



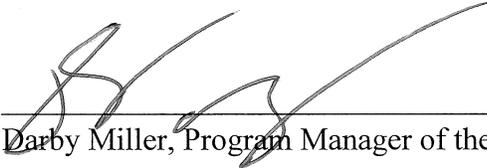
James F. Huston, Chairman



Stefanie Krevda, Commissioner

Absent

Aaron Holeman, Designee from the Pipeline Safety Division



Darby Miller, Program Manager of the Underground Plant Protection Fund



Beth E. Heline, General Counsel

Absent

Loraine Seyfried, Chief Administrative Law Judge



Ryan Heater, Executive Director of External Affairs

Absent

Robert Veneck, Executive Director of Technical Operations

Date Approved: 8-15-19

Exhibit B – Project Budget

Instructions: Insert your project budget here. Your budget should be detailed and must include a total. Generally, claims shall be submitted to the IURC within 35 calendar days following the date the services were provided and claims may be submitted on a monthly basis only. If you are requesting payments in advance, you must provide the justification.

Total amount requested: \$ 50,000

Project Budget:

	Budget Item	Cost
1	Title sponsorship	\$ 50,000
2	Click here to enter text.	\$ Click here to enter text.
3	Click here to enter text.	\$ Click here to enter text.
4	Click here to enter text.	\$ Click here to enter text.
5	Click here to enter text.	\$ Click here to enter text.
6	Click here to enter text.	\$ Click here to enter text.
7	Click here to enter text.	\$ Click here to enter text.
8	Click here to enter text.	\$ Click here to enter text.
9	Click here to enter text.	\$ Click here to enter text.
10	Click here to enter text.	\$ Click here to enter text.
	Total Cost	\$ 50,000

Description of Costs:

Sponsor Benefits

Indiana 811 will receive presenting sponsor naming rights for the Indiana Flower & Patio Show they are sponsoring (i.e. *Indiana Flower & Patio Show Presented by Indiana 811*)

Indiana 811 logo to be incorporated with the show logo

Indiana 811 logo to be included in all paid print, TV, radio, digital, and PR campaigns

One full-page/four-color ad in official show program (choice of back cover or inside front/back cover)

Indiana 811 logo to be included on the on the Sponsor page along with a 50-75 word write up and link to Indiana 811 website

Indiana 811 to be included in the Events social media campaigns (Twitter, Facebook, & Instagram)

Interactive Exhibitor Listing on show's official website

Indiana 811 logo to be included on the front cover of the Event Show Guide and under Thank You to Our Sponsors

Indiana 811 logo to be included on the on the Sponsor page along with a 50-75 word write up and link to Indiana 811 in Official Show Guide

Indiana 811 logo to be included on all VIP show tickets on the front with show logo as designed

Indiana 811 to receive a web banner on each Event website linking to indiana811.org (or website of our choice)

Indiana 811 has the opportunity to provide a contest to be promoted on the Event website under Contests with opportunity to collect opt-ins

Indiana 811 logo to be included in all pre and post show email blasts to Consumers and Exhibitors.
Indiana 811 to receive two (2) email blast advertisements driving traffic to the Indiana 811's website

Exclusivity – no other utility company can sponsor the event

Five hundred (500) complimentary show tickets

On Show Site:

Logo on (10) directional floor decals guiding promoting Indiana 811's message, placement to be determined on show site prior to show opening with show's approval

Indiana 811 Logo placed on all aisle signage

Indiana 811 logo to be included on Thank You to Our Sponsors signage throughout the show

Presented by:
Nicolette Wyatt
The Indiana Flower & Patio Show
NicoletteW@mpeshows.com
317-705-8719 ext. 12

INDIANA FLOWER + PATIO SHOW

SPONSORSHIP OPPORTUNITY PREPARED EXCLUSIVELY FOR:



Know what's below. 811 before you dig.

MISSION STATEMENT

"Marketplace Events creates uniquely vibrant marketplaces connecting home enthusiasts with experts, products and services in dynamic face-to-face environments"

About Marketplace Events

Marketplace Events creates vibrant expositions connecting enthusiasts with experts, products and services in dynamic face-to-face environments. The company produces 38 consumer home shows in the US, 16 in Canada, and nine holiday shows. The 63 combined events, in 28 markets, attract 20,000 exhibitors, 1.8 million attendees and another 2.8 million unique web visitors annually. From 14 offices, the 150-person staff produces some of the most successful and longest-running shows in North America, including market-leading shows in Minneapolis, Philadelphia, Indianapolis, Vancouver, Calgary and Montreal—some of which have thrived in their markets for more than 75 years.
www.marketplaceevents.com

Why Sponsor...

- Target and engage qualified homeowners face-to-face in a unique interactive environment
- We will maximize your Return On Investment by creating a source of experiential marketing and brand transference utilizing on-site branding along with targeted digital marketing
- We respect our sponsor's budgetary parameters by tailoring packages and remaining flexible in meeting **your needs to be successful**
- Build relationships and awareness with fellow exhibitors, sponsors and the media
- Generate new customers, leads, sales and brand awareness – **before, during and after the show**

Presented by:
Nicolette Wyatt
The Indiana Flower & Patio Show
NicoletteW@mpeshows.com
317-705-8719 ext. 12

INDIANA FLOWER + PATIO SHOW

Location: Indiana State Fairgrounds
Date: March 14-22, 2020
Expected Attendance: 77,000 +
Number of Exhibitors: 350+
Media Buy: \$225,000
Website: www.indianaflowerandpatioshow.com
Consumer Database: 61,147+

Who Attends.....

- 63.3 Attended with a spouse/partner, meet both decision makers
- 21% plan to spend \$1,000 to \$10,000 with exhibitors they met at the show in the next 12 months
- 77% were Satisfied/Very Satisfied with the show
- 91% would recommend the show to family and friends
- 82.9% saw everything they came to see at the show
- 43.1% have a HH income of \$100,000 +
- 46% were looking for Landscape/Nursery projects

Major Advertising Exposure to promote Indiana Flower & Patio Show...

- **Newspaper & Magazine:** Indy Star, Reach, Neighborhood Source, The HomeMag
- **TV:** WISH/WNDE, RTV6, WTHR, WXIN (Fox59), WTTV (CBS4), Comcast
- **Radio:** WFMS(95.5), WFNI (FAN1070), WIBC (93.1), WJK (104.5), WTTS(92.3), WYXB(105.7), WZPL(99.5), Hank 97.1
- **Outdoor:** Clear Channel/Outfront, Indiana State Fairgrounds
- **Social/Digital:** Facebook, IndyStar.com
- **Public Relations:** Coles Marketing



Know what's below. 811 before you dig.

Sponsorship:

Presenting Sponsorship:

Benefits include, but are not limited to:

Presenting Sponsor:

- **Indiana 811** will receive presenting sponsor naming rights for the **Indiana Flower & Patio Show** they are sponsoring (i.e. **Indiana Flower & Patio Show Presented by Indiana 811**)
- **Indiana 811** logo to be incorporated with the show logo (designed by MPE)
- **Indiana 811** logo to be included in all paid print, TV, radio, digital, and PR campaigns
- One full-page/four-color ad in official show program (choice of back cover or inside front/back cover)
- **Indiana 811** logo to be included on the on the Sponsor page along with a 50-75 word write up and link to Indiana 811 website
- **Indiana 811** to be included in the Events social media campaigns (Twitter, Facebook, & Instagram)
- Interactive Exhibitor Listing on show's official website
- **Indiana 811** logo to be included on the front cover of the Event Show Guide and under Thank You to Our Sponsors
- **Indiana 811** logo to be included on the on the Sponsor page along with a 50-75 word write up and link to Indiana 811 in Official Show Guide
- **Indiana 811** logo to be included on all VIP show tickets on the front with show logo as designed
- **Indiana 811** to receive a web banner on each Event website linking to indiana811.org
- **Indiana 811** has the opportunity to provide a contest to be promoted on the Event website under Contests with opportunity to collect opt-ins
- **Indiana 811** logo to be included in all pre and post show email blasts to Consumers and Exhibitors. Indiana 811 to receive two (2) email blast advertisements driving traffic to the Indiana 811's website
- Online ticket discount code Indy811 that offers customers \$3 off adult show tickets
- Exclusivity – no other utility company can sponsor the event
- Five hundred (500) complimentary show tickets

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On Show Site:

- Logo on (10) directional floor decals guiding promoting Indiana 811's message, placement to be determined on show site prior to show opening with show's approval
- Indiana 811 Logo placed on all aisle signage
- Indiana 811 logo to be included on Thank You to Our Sponsors signage throughout the show

Investment: \$50,000

Commitment:

As a sponsor of the Indiana Flower & Patio Show:

We look forward to customizing to your needs. We can incorporate any of the benefits from the previous pages to provide Indiana 811 with a successful program to:

- Increase Brand Loyalty
- Reinforce Image
- Drive Sales
- Product Awareness

EXHIBIT C -- Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronic submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpqtPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

Electronic Approval History

	User ID	Approver Name	Datetime	Description
1	M220610	Becerra,Mary	08/28/2019 1:15:27PM	Agency Fiscal Approval
2	S004382	Redding,Sandra D	09/05/2019 4:10:17PM	IDOA Legal Approval
3	D304465	Joyce,Danielle M	09/17/2019 9:43:40AM	SBA Approval